

## INFRASTRUCTURE DEVELOPMENT AND FINANCING AGREEMENT

**THIS AGREEMENT** (the "Agreement") by and between the **CITY OF HOUSTON, TEXAS**, a Texas home-rule municipal corporation (the "City"), and **Ainbinder Heights LLC**, a Texas limited liability company (the "Developer"), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010 (the "Effective Date").

**WHEREAS**, Developer owns or has contracted to purchase certain tracts of land totaling approximately 23 acres within the corporate limits of the City, as depicted on the map marked as Exhibit "A" attached hereto (the "Property"), for the purpose of developing a multi-tenant commercial/retail development, proposed to be known as Washington Heights (the "Project"); and

**WHEREAS**, certain public works and improvements, including water, sewer, drainage, road improvements, and traffic signals must be developed to serve the Project; and

**WHEREAS**, the Developer agrees to finance and develop such improvements in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, the City has the authority to contract with the Developer for the development of City infrastructure; and

**WHEREAS**, the City recognizes the positive economic impact that the Project will bring to the City through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional ad valorem and sales and use tax revenue generated by the Project for the City; and

**WHEREAS**, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to use public funds for the public purposes of promoting local economic development and stimulating business and commercial activity within the City; and

**WHEREAS**, consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380, and other law, the City has made specific proposals to Developer to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state; and

**WHEREAS**, in consideration of the design, timely construction, and development of the Project, which will bring additional sales tax and ad valorem tax revenues to the City and additional jobs resulting from the construction of the Project,

the City desires to enter into this Agreement pursuant to Chapter 380 and other laws applicable to the development of municipal infrastructure as an economic incentive for the Developer to develop and construct the Project;

**NOW, THEREFORE**, for and in consideration of the promises and the mutual agreements set forth herein, the City and Developer hereby agree as follows:

## **ARTICLE I THE PROJECT**

The Developer intends to construct (or cause to be constructed) the Project, a multi-tenant commercial/retail development proposed to be known as Washington Heights. A Conceptual Site Plan for the Project is attached hereto as Exhibit "B." The Project may be constructed in phases, at the sole discretion of the Developer. If constructed in phases, the first phase of the project will minimally include 75,000 square feet of commercial/retail development, including an "Anchor Retailer."

The Developer will endeavor to design the Project in an architectural style that is harmonious with the general architectural style of the Heights neighborhood. Developer shall satisfy all City permitting requirements, including, but not limited to, Chapter 9 of the City's Department of Public Works and Engineering Infrastructure Design Manual and building permitting requirements. Prior to initiating construction of the Improvements as defined below, the Developer's engineer shall certify to the Chief Development Officer of the City that, based on the application of the City's Design Criteria, the available information related to the previous development and impervious cover, and the site plan for the Project as of the certification date, the rate of stormwater runoff from the Property after the development of the Project will be no greater than the rate of stormwater runoff from the Property as it was previously developed.

## **ARTICLE II THE IMPROVEMENTS**

### **A. Improvements**

The Developer agrees to design and construct the water, sewer, drainage, road, traffic signal, right-of-way and median landscaping, sidewalk and related improvements (the "Improvements") necessary to serve the Project as and when needed. A preliminary list of the Improvements is set forth in Exhibit "C", which may be modified by the Developer at any time to modify, add, or remove Improvements. The dollar amounts listed in Exhibit "C" are estimates of probable costs; actual costs may be higher or lower. The Improvements include certain off-

site improvements to White Oak Bayou and bridges crossing White Oak Bayou (the "White Oak Bayou Improvements"). Acquisition of right-of-way is required for some Improvements. The drainage-related Improvements may include certain on-site detention facilities (the "Detention Improvements"), if required by the City's generally-applicable development ordinances, that would not be a part of the City's storm sewer system. If the Developer is required to construct the Detention Improvements, the Detention Improvements shall not be conveyed to the City pursuant to Article II.F., but the Improvements Costs (defined herein) of the Detention Improvements shall be subject to reimbursement pursuant to Article III. All Improvements other than the Detention Improvements shall be referred to herein as the "City Improvements."

B. Standards and Approvals

The plans and specifications for the Improvements shall be subject to the review and approval of all governmental entities with jurisdiction, including, without limitation, the City.

Before the commencement of any construction of any City Improvements (other than the White Oak Bayou Improvements), the Developer will submit to the Director of the Department of Public Works and Engineering of the City, or to his designated representative, all plans and specifications for the construction of such Improvements and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, will conform exactly to the specifications of the City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and road facilities, and appurtenances thereto, will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of any of the City Improvements (other than the White Oak Bayou Improvements), the Developer or its engineer will give written notice by registered or certified mail to the Director of Public Works and Engineering, stating the date that such construction will be commenced. The construction of the City Improvements (other than the White Oak Bayou Improvements) will be in accordance with the approved plans and specifications, and with applicable standards and specifications of the City; and during the progress of the construction and installation of such Improvements, the Director of Public Works and Engineering of the City, or an employee thereof, may make periodic on-the-ground inspections.

Developer agrees to work with the City to (1) design and construct sidewalks that are wider than the standard requirement of 4 feet; and (2) plant trees along Yale Street and Heights Boulevard that are larger in caliper than the standard requirement of 1.5 inches. The City agrees that such sidewalks or trees will be Improvements and shall be reimbursable to the Developer subject to the terms and conditions of this Agreement.

### C. Competitive Bidding

Construction contracts for the City Improvements shall be let on a competitive bidding basis. After preparation of final plans and specifications and their approvals as required by this Agreement, the Developer shall advertise for or solicit bids (as required by law applicable to the City) for construction as described in the final plans and specifications. The City's representatives shall be notified of, and invited to attend when applicable, pre-bid conferences, bid openings, and the award of contracts in accordance with the notice provision of Article V.B. of this Agreement. The City shall designate from time to time in writing the persons who shall be their designated representatives. In the event of the failure of the City to designate representatives, the Director of Public Works and Engineering shall be the City's representative. Notwithstanding the foregoing provisions providing for construction contracts on a competitive bidding basis, in accordance with the requirements of Section 271.114(a), Local Government Code, the City has determined that the "competitive sealed proposals method," in accordance with Section 271.116, Local Government Code, provides the best value for the City and hereby delegates authority to the Developer as its designated representative to take any and all actions required to implement such method.

The Developer reserves the right to reject all proposals and re-advertise for proposals if the proposals are not acceptable to the Developer.

### D. Improvements Costs

The Developer shall promptly pay (or cause to be paid) all costs of designing, constructing, or acquiring the Improvements (the "Improvements Costs") as such costs become due, including, without limitation: (i) all costs of design, engineering; materials, labor, construction; testing and inspection, arising in connection with the construction of the Improvements (except for those items which are being contested in good faith by Developer); (ii) all payments arising under any contracts entered into for the design or construction of the Improvements (except for those items which are being contested in good faith by Developer); (iii) all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in connection with the construction of the Improvements; and (iv) the Developer's costs to acquire right-of-way. The Improvements Costs shall also include all legal, engineering, and other consultant costs in connection with the design and construction of the Improvements or the negotiation, preparation and approval of this Agreement and all matters related thereto, including the purchase of and payment for the Improvements.

E. Easements and Rights-of-Way

All water, sewer, and drainage facilities, other than the Detention Improvements, shall be constructed within City or public easements or rights-of-way. All road improvements shall be constructed in City or public rights-of-way.

F. Ownership, Operation and Maintenance

As the acquisition and construction of each integral stage of the City Improvements is completed and each integral stage of the City Improvements becomes operational, the Developer shall convey the same to the City (including right-of-way), reserving, however, a security interest therein for the purpose of securing the performance of the City under this Agreement (the "Security Interest"). At such time as the Purchase Price and Interest (defined herein) have been paid, the Developer shall execute a release of such Security Interest and the City shall own the City Improvements free and clear of such Security Interest.

As construction of each integral stage of the City Improvements is completed, representatives of the City shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, or any modifications thereof, and in accordance with all applicable laws, rules, and regulations, the City will accept the same, whereupon such portion of the City Improvements shall be operated and maintained by the City at its sole expense.

G. Records and Audit

The Developer shall be responsible for maintaining records of Improvements Costs paid and evidence of such payments and shall make such records available to the City at the City's reasonable request. The City may audit the calculation of the Improvements Costs at its own expense.

**ARTICLE III  
PURCHASE OF CITY IMPROVEMENTS /  
REIMBURSEMENT FOR DETENTION IMPROVEMENTS**

A. Purchase Price/ Reimbursement Amount/ Total Payment Amount/  
Interest

The "Purchase Price" is the Improvements Costs of the City Improvements plus interest on funds used to pay such Improvements Costs ("Interest"). The "Reimbursement Amount" is the Improvements Costs of the Detention Improvements plus Interest. The "Total Payment Amount" is the Purchase Price plus the Reimbursement Amount. The Total Payment Amount, net of Interest, shall not exceed \$6,050,000, which may be increased by mutual agreement of the Chief Development Officer of the City or his designee and Developer. (The Total Payment Amount, inclusive of Interest, may exceed \$6,050,000.)

If the City pays the Total Payment Amount in accordance with the payment option established in Article III.B. herein, then Interest shall be calculated from the date of payment by the Developer to the time of payment by the City at the fixed or variable borrowing rate of the Developer, or, if the Developer does not borrow, at the prime rate as published in the Wall Street Journal, plus 1%, as such rates adjust from time to time. In the case where either variable interest rate is used to pay the Developer, interest will be computed in the same manner as the Developer's bank would calculate the interest on the running outstanding balance, adjusted as the interest rate changes. If the City pays the Total Payment Amount, or the balance thereof, in accordance with the payment option established in Article III.C., then Interest shall be calculated from the date of payment by the Developer to the time of payment by the City at the maximum rate established by Chapter 302.001(b) of the Texas Finance Code and Article XVI, Section 11 of the Texas Constitution, as amended.

Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day, but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day, but excluding the last day).

B. Purchase of City Improvements/ Reimbursement for Detention Improvements

The City shall purchase the City Improvements from the Developer at the Purchase Price. The City shall reimburse the Developer for the Improvements Costs of the Detention Improvements at the Reimbursement Amount. The City's obligation to purchase the City Improvements and reimburse the Developer for the Improvements Costs of the Detention Improvements shall be absolute and unconditional, and until such time as the Total Payment Amount has been fully paid, the City will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any cause.

The Developer shall provide the City notice of the completion of the Anchor Retailer and the date on which the Anchor Retailer opens for business to the general public (the "Operation Date") in accordance with the notice provisions of Article V.B. of this Agreement. The City shall purchase the City Improvements from the Developer and reimburse the Developer for the Improvements Costs of the Detention Improvements by paying the Total Payment Amount to the Developer no later than the fifteen month anniversary of the Operation Date (the "Payment Date"). The City may pay the Total Payment Amount from any source lawfully available source of funds.

If the City does not pay the Total Payment Amount by the Payment Date, then the City agrees to issue its bonds, notes, or other obligations for the purpose of paying the Purchase Price.

### C. Improvements Fund

Notwithstanding the City's obligation to pay the Total Payment Amount on the Payment Date and to issue bonds, notes or other obligations if necessary to pay the Purchase Price, in the event the City does not pay the Total Payment Amount by the Payment Date, the City shall create a special fund to be known as the Improvements Fund (the "Improvements Fund") and shall deposit, at least quarterly, into it an amount equal to: (i) the total Ad Valorem Tax attributable to the property designated in Exhibit "D" (the "Economic Impact Area"), and (ii) the Sales Tax attributable to the Economic Impact Area (collectively, the "Project Revenues").

The "Ad Valorem Tax" is defined as the City ad valorem taxes on the value of the real and personal property (including all store inventories, equipment, and fixtures) located within the Economic Impact Area as certified by the Harris County Appraisal District.

The "Sales Tax" is defined as the actual amount of sales and use taxes collected by the City on the total taxable sales generated in the Economic Impact Area, as authorized by Chapter 321 of the Texas Tax Code, for businesses operating in the Economic Impact Area.

To the fullest extent permitted by law, the City agrees that: (i) it will not pledge or apply the Improvements Fund to any other purpose or payment of any obligation of the City except for the obligations arising under this Agreement; (ii) it will not commingle the Improvements Fund with any other funds of the City; (iii) it will not take any action or omit to take any action that will affect the continued existence of the Improvements Fund or the availability for deposit therein of the Ad Valorem Tax or Sales Tax; and (iv) it will direct the investment of the Improvements Fund in accordance with Texas law applicable to investment of funds by municipalities. The Improvements Fund shall be used only to pay the

Total Payment Amount to the Developer or debt service on bonds, notes or other obligations issued by the City to pay the Purchase Price to the Developer until such time as the Total Payment Amount has been paid in full, whether from the Improvements Fund or other sources.

Notwithstanding the City's obligation to pay the Total Payment Amount on the Payment Date, if the City does not pay the Total Payment Amount on the Payment Date, then on the Payment Date and quarterly thereafter, the City shall pay the Developer all funds in the Improvements Fund until such time as the City has fully paid the Total Payment Amount to the Developer. In such event, the Improvements Fund shall first be used to pay the Reimbursement Amount.

#### **ARTICLE IV DEFAULT AND REMEDY**

##### **A.    Payment Default**

The City agrees that its failure to either pay the Total Payment Amount by the Payment Date, or pay quarterly payments from the Improvements Fund, is an event of default (a "Payment Default") and that the Developer shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

##### **B.    General Events of Default**

A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

Before any failure of any party to perform its obligations under this Agreement, except a Payment Default, shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of the receipt of such notice.

Upon a breach of this Agreement, the non-defaulting party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to



constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornadoes] labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

In addition to any other right or remedy available to Developer pursuant to this Agreement, in the event of a Payment Default or a material breach by the City under this Agreement which continues for 30 days after written notice to the City thereof and the City's failure to cure or diligently proceed to cure such breach to Developer's reasonable satisfaction, Developer shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regard to mandamus, specific performance or mandatory permanent injunction to require the City to perform.

## **ARTICLE V GENERAL PROVISIONS**

### **A. Time of the essence**

Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to Developer's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate Developer's timely procurement of all entitlements required for the Project.

### **B. Notices**

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to the Developer:

Ainbinder Heights LLC  
c/o the Ainbinder Company  
2415 W. Alabama, Suite 205  
Houston, Texas 77098  
Attn: Michael C. Ainbinder  
With copies to:

Trey Lary  
Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

If to the City of Houston:

Director of Public Works and Engineering  
City of Houston, Texas  
P.O. Box 1562  
Houston, Texas 77002

Notice shall be deemed to have been received on the date such notice is personally delivered or three days from the date such notice is mailed or sent by rapid transmission. Either party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the Developer or the City, as the case may be.

C. Amendments and waivers

Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Developer and the City. No course of dealing on the part of the Developer or the City nor any failure or delay by the Developer or the City with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

D. Invalidity

In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other

provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

E. Successors and assigns

Developer may assign, without City consent, all or part of its rights (including the right to receive payments), duties and obligations under this Agreement to any lender; investor; escrow agent; affiliate, subsidiary, or related party of the Developer; or an owner or tenant of the Project.

F. Exhibits, titles of articles, sections and subsections

The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

G. Applicable law

This Agreement is a contract made under and shall, be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State Courts of Harris County, Texas or the United States District Court for the Southern District of Texas.

H. Entire agreement

This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

I. Term of Agreement

The term of this Agreement shall commence on the date first above written and shall continue until the date of the completion of the Project and the payment to Developer of the Total Purchase Amount, plus Interest.

J. Approval by the parties

Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or **consent shall not be unreasonably withheld or delayed.**

K. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

L. Interpretation

This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

M. Conflicts with Ordinances

The City and the Developer agree that any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, that addresses matters that are covered by this agreement shall not be enforced by the City or the other regulatory agency within the property, and that the provisions of this agreement govern development of the property.

N. Powers

The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

[EXECUTION PAGES FOLLOW]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Developer and the City effective as of the date first above written.

CITY:

**CITY OF HOUSTON**, a Texas  
home-rule municipal corporation

DEVELOPER:

**AINBINDER HEIGHTS, LLC**, a Texas  
limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT "B"

CONCEPTUAL SITE PLAN

EXHIBIT "C"

LIST OF PROJECT IMPROVEMENTS  
(ELIGIBLE FOR REIMBURSEMENT)



EXHIBIT "D"  
ECONOMIC IMPACT AREA

EXHIBIT "A"

DESCRIPTION OF PROPERTY



3000 Wilcrest Drive, Suite 210 -- Houston, Texas 77042 -- (713) 993-0327 -- Fax (713) 993-9231

TRACT 1  
METES AND BOUNDS DESCRIPTION  
4.2131 ACRES (183,523 SQUARE FEET)  
JOHN AUSTIN SURVEY, ABSTRACT NUMBER 1  
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 4.2131 acres (183,523 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas, and being out of and a portion of the called 14.43 acre tract as described in the deed to Koehler Partners, Ltd., recorded under Harris County Clerk's File Number 20080214561; said 4.2131 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 per GPS observations):

COMMENCING at a 5/8-inch iron rod found in the east right-of-way line of Bonner Street (found 50 feet wide) marking the northwest corner of said called 14.43 acre tract common with the southwest corner of the called 25,923.5 square foot tract as described in the deed recorded under Harris County Clerk's File Number B040614;

THENCE, North 88°02'53" East (called North 87°43'25" East), along the south line of said called 25,923.5 square foot tract, a distance of 182.76 feet to 1-inch iron rod found marking the southeast corner of said called 25,923.5 square foot;

THENCE, North 87°34'06" East (called North 87°43'25" East), along the south line of the second tract as described in said deed recorded under Harris County Clerk's File Number B040614 and then along the south line of that certain tract of land as described in the deed to Berger Iron Works, Inc., recorded under Harris County Clerk's File Number C333704, a distance of 199.94 feet 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the southeast corner of said Berger Iron Works, Inc., tract;

THENCE, North 02°16'35" West, along the east line of said Berger Iron Works, Inc., tract, a distance of 141.30 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found in the south right-of-way line of Koehler Street (found 60 feet wide) marking the northeast corner of said Berger Iron Works, Inc.;

THENCE, North 87°43'25" East, along said south right-of-way line, a distance of 249.94 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, North 87°43'25" East, continuing along said south right-of-way line, a distance of 396.64 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner of the herein described tract common with the northwest corner of the 1.305 acre tract as described in the deed recorded under Harris County Clerk's File Number 20080497955 and a point on a curve to the right, from which a found 5/8-inch iron rod bears South 70°29' East, 3.90 feet;

THENCE, along the west line of said 1.305 acre tract the following Three (3) courses and distances;

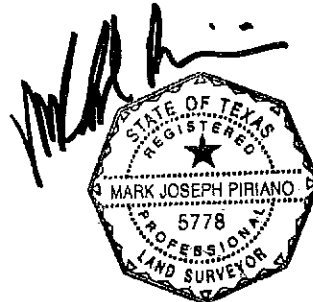
Along the aforesaid curve to the right having a central angle of 25°06'48", an arc distance of 190.35 feet, a radius of 434.28 feet, and a chord which bears South 11°29'15" West, 188.83 feet to a found 5/8-inch iron rod with plastic cap stamped Brown & Gay;

South 24°02'39" West, a distance of 428.70 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the Point of Curvature of a curve to the right;

Along said curve to the right having a central angle of 31°11'53", an arc distance of 236.47 feet, a radius of 434.28 feet, and a chord which bears South 39°38'35" West, 233.56 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the southwest corner of the herein described tract.

THENCE, North 02°42'31" West, crossing the aforesaid called 14.43 acre tract, a distance of 741.47 feet to the POINT OF BEGINNING and containing 4.2131 acres (183,523 square feet) of land. This description is based on the plat of the Land Title Survey prepared by Terra Surveying Company, Inc., dated February 02, 2010, TSC Project Number 0015-1003-S.

REVISED 04/07/10 – FIRST PARAGRAPH  
Compiled by: Mark J. Piriano, RPLS  
Terra Surveying Company, Inc.  
MB42131TRACT1.doc





TRACT 2  
METES AND BOUNDS DESCRIPTION  
10.2103 ACRES (444,761 SQUARE FEET)  
JOHN AUSTIN SURVEY, ABSTRACT NUMBER 1  
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 10.2103 acres (444,761 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas, and being out of and a portion of the called 14.43 acre tract as described in the deed to Koehler Partners, Ltd., recorded under Harris County Clerk's File Number 20080214561; said 10.2103 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 per GPS observations):

BEGINNING at a 5/8-inch iron rod found in the east right-of-way line of Bonner Street (found 50 feet wide) marking the northwest corner of said called 14.43 acre tract common with the southwest corner of the called 25,923.5 square foot tract as described in the deed recorded under Harris County Clerk's File Number B040614 and the northwest corner of the herein described tract;

THENCE, North 88°02'53" East (called North 87°43'25" East), along the south line of said called 25,923.5 square foot tract, a distance of 182.76 feet to 1-inch iron rod found marking the southeast corner of said called 25,923.5 square foot tract common with an angle corner of the herein described tract;

THENCE, North 87°34'06" East (called North 87°43'25" East), along the south line of the second tract as described in said deed recorded under Harris County Clerk's File Number B040614 and then along the south line of that certain tract of land as described in the deed to Berger Iron Works, Inc., recorded under Harris County Clerk's File Number C333704, a distance of 199.94 feet 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the southeast corner of said Berger Iron Works, Inc., tract common with an angle corner of the herein described tract;

THENCE, North 02°16'35" West, along the east line of said Berger Iron Works, Inc., tract, a distance of 141.30 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found in the south right-of-way line of Koehler Street (found 60 feet wide) marking the northeast corner of said Berger Iron Works, Inc., tract common with an angle corner of the herein described tract;

THENCE, North 87°43'25" East, along said south right-of-way line, a distance of 249.94 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner of the herein described tract;

THENCE, South 02°42'31" East, crossing the aforesaid called 14.43 acre tract, a distance of 741.47 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the west line of the 1.305 acre tract as described in the deed recorded under Harris County Clerk's File Number 20080497955 marking the southeast corner of the herein described tract common with a point on a curve to the right;

THENCE, along said west line and said curve to the right having a central angle of 33°46'06", an arc distance of 255.95 feet, a radius of 434.28 feet, and a chord which bears South 72°07'35" West, 252.26 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the end of said curve;

THENCE, South 88°22'39" West, continuing along said west line, a distance of 191.40 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the southwest corner of said 1.305 acre tract in the north right-of-way line (width varies) of the Union Pacific Railroad Company right-of-way as described in the deed recorded in Volume 347, Page 56, of the Harris County Deed Records;

THENCE, North 84°49'41" West, along said north right-of-way line, a distance of 206.13 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the intersection of said north right-of-way line and the aforesaid east right-of-way line of Bonner Street common with the southwest corner of the herein described tract;

THENCE, North 02°13'49" West, along said east right-of-way line, a distance of 19.00 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the southwest corner of Tract Two as described in the deed recorded under Harris County Clerk's File Number G435889 common with an angle corner of the herein described tract;

THENCE, South 84°49'41" East, along the south line of said Tract Two, a distance of 70.30 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the southeast corner of said Tract Two common with an interior corner of the herein described tract;

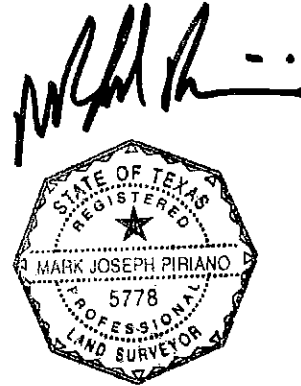
THENCE, North 02°16'35" West, along the east line of said Tract Two, a distance of 108.72 feet (called 112.62 feet) to a 5/8-inch iron rod with plastic cap stamped RPLS 2068 found marking the northeast corner of said Tract Two common with an interior corner of the herein described tract;

METES AND BOUNDS DESCRIPTION  
10.2103 ACRES  
PAGE 2 OF 2

THENCE, South 87°41'53" West (called South 87°56'39" West), along the north line of said Tract Two, a distance of 69.63 feet (called 70.00 feet) to a 5/8-inch iron rod with plastic cap stamped RPLS 2068 found in the aforesaid east right-of-way line of Bonner Street marking the northwest corner of said Tract Two common with an angle corner of the herein described tract;

THENCE, North 02°13'49" West (called North 02°16'35" West), a distance of 520.99 feet (called 516.30 feet) to the POINT OF BEGINNING and containing 10.2103 acres (444,761 square feet) of land. This description is based on the plat of the Land Title Survey prepared by Terra Surveying Company, Inc., dated February 10, 2010, TSC Project Number 0015-1003-S.

REVISED 04/07/10 – FIRST PARAGRAPH  
Compiled by: Mark J. Piriano, RPLS  
Terra Surveying Company, Inc.  
MB102103TRCAT2.doc



TRACT 3  
METES AND BOUNDS DESCRIPTION  
0.0333 ACRE (1,450 SQUARE FEET)  
JOHN AUSTIN SURVEY, ABSTRACT NUMBER 1  
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 0.0333 acre (1,450 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas, and being all of the called 0.0181 acre tract as described in the deed to Koehler Partners, Ltd., recorded under Harris County Clerk's File Number 20080214561; said 0.0333 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 per GPS observations):

BEGINNING at a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking found marking the intersection of the south right-of-way line of Koehler Street (found 60 feet wide) and the west right-of-way line of Yale Street (70 feet wide) common with the northeast corner of said called 0.0181 acre tract and the northeast corner of the herein described tract from which a found 5/8-inch iron rod bears South 89° 41' West, 3.46 feet;

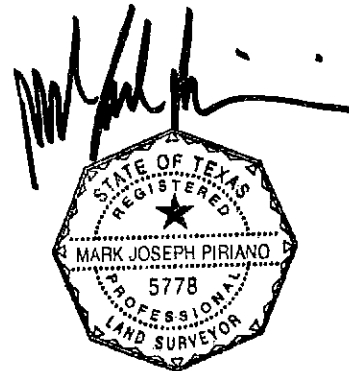
THENCE, South 02°42'54" East, along said west right-of-way line, a distance of 106.46 feet (called 97.67 feet) 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northeast corner of the 4.075 acre tract as described in the deed recorded under Harris County Clerk's File Number 20080339176 common with the southeast corner of the herein described tract;

THENCE, South 87°17'06" West (called South 88°04'39" West), along the north line of said 4.075 acre tract, a distance of 22.05 feet (called 16.01 feet) to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the northwest corner of said 4.075 acre tract in the east line of the 1.305 acre tract as described in the deed recorded under Harris County Clerk's File Number 20080497955 common with a point on a curve to the left;

THENCE, along said east line and said curve to the left having a central angle of 12°48'48" (called 11°38'53"), an arc distance of 107.52 feet (called 98.45 feet), a radius of 480.79 feet (called 484.27 feet), and a chord which bears North 04°09'45" East (called North 04°37'48" East), 107.30 feet (called 98.28 feet) to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the aforesaid south right-of-way line of Koehler Street marking the northwest corner of the herein described tract, from which a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the north east corner of the called 14.43 acre tract as described in the deed recorded under Harris County Clerk's File Number 20080214561 bears South 87°43'25" West, 44.19 feet (called 50.00 feet);

THENCE, North 87°43'25" East, along said south right-of-way line, a distance of 9.21 feet (called 3.46 feet) to the POINT OF BEGINNING and containing 0.0333 acres (1,450 square feet) of land. This description is based on the plat of the Land Title Survey prepared by Terra Surveying Company, Inc., dated February 10, 2010, TSC Project Number 0015-1003-S.

REVISED 04/07/10 – FIRST PARAGRAPH  
Compiled by: Mark J. Piriano, RPLS.  
Terra Surveying Company, Inc.  
MB00333TRACT3.doc



TRACT 4  
METES AND BOUNDS DESCRIPTION  
0.3890 ACRES (16,945 SQUARE FEET)  
JOHN AUSTIN SURVEY, ABSTRACT NUMBER 1  
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 0.3890 acres (16,945 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas, and being out of and a portion of the 1.305 acre tract as described in the deed to Heights R-O-W, LLC, recorded under Harris County Clerk's File Number 20080497955 and out of and a portion of the 4.075 acre tract as described in the deed to Ainbinder Heights, LLC, recorded under Harris County Clerk's File Number 20080339176; said 0.3890 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 per GPS observations):

COMMENCING at a 5/8-inch iron rod found in the east right-of-way line of Bonner Street (found 50 feet wide) marking the northwest corner of the called 14.43 acre tract as described in the deed recorded under Harris County Clerk's File Number 20080214561, common with the southwest corner of the called 25,923.5 square foot tract as described in the deed recorded under Harris County Clerk's File Number B040614;

THENCE, North 88°02'53" East (called North 87°43'25" East), along the south line of said called 25,923.5 square foot tract, a distance of 182.76 feet to 1-inch iron rod found marking the southeast corner of said called 25,923.5 square foot;

THENCE, North 87°34'06" East (called North 87°43'25" East), along the south line of the second tract as described in said deed recorded under Harris County Clerk's File Number B040614 and then along the south line of that certain tract of land as described in the deed to Berger Iron Works, Inc., recorded under Harris County Clerk's File Number C333704, a distance of 199.94 feet 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the southeast corner of said Berger Iron Works, Inc., tract;

THENCE, North 02°16'35" West, along the east line of said Berger Iron Works, Inc., tract, a distance of 141.30 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found in the south right-of-way line of Koehler Street (found 60 feet wide) marking the northeast corner of said Berger Iron Works, Inc.;

THENCE, North 87°43'25" East, along said south right-of-way line, a distance of 249.94 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set;

THENCE, South 02°42'31" East, crossing the aforesaid called 14.43 acre tract, a distance of 741.47 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the west line of the aforesaid 1.305 acre tract marking the northeast corner and POINT OF BEGINNING of the herein described tract;

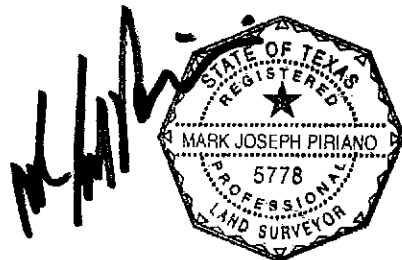
THENCE, South 02°42'31" East, crossing the aforesaid 1.305 acre tract and then crossing the aforesaid 4.075 acre tract, a distance of 123.06 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set in the north right-of-way line (width varies) of the Union Pacific Railroad Company right-of-way as described in the deed recorded in Volume 347, Page 56, of the Harris County Deed Records marking the southeast corner of the herein described tract;

THENCE, North 84°49'33" West, along said north right-of-way line, a distance of 439.06 feet to a 5/8-inch iron rod with plastic cap stamped "TERRA SURVEYING" set marking the southwest corner of the herein described tract;

THENCE, North 05°10'27" East, continuing along said north right-of-way line, a distance of 0.48 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking an angle corner in the south line of the aforesaid called 14.43 acre tract common with the northwest corner of the herein described tract;

THENCE, North 88°22'39" East, along said south line, a distance of 191.40 feet to a 5/8-inch iron rod with plastic cap stamped Brown & Gay found marking the Point of Curvature of a curve to the left;

THENCE, continuing along said south line along said curve to the left having a central angle of 33°46'06", an arc distance of 255.95 feet, a radius of 434.28 feet, and a chord which bears North 72°07'35" East, 252.26 feet to the POINT OF BEGINNING and containing 0.3890 acres (16,945 square feet) of land. This description is based on the plat of the Land Title Survey prepared by Terra Surveying Company, Inc., dated February 02, 2010, TSC Project Number 0015-1003-S.



METES AND BOUNDS DESCRIPTION  
4.075 ACRES (177,499 SQUARE FEET)  
PORTION OF LOT 325, HOUSTON HEIGHTS ADDITION  
AND LOT 22, BLOCK 3 OF HOLLINGSWORTH SUBDIVISION  
JOHN AUSTIN SURVEY, A-1  
HARRIS COUNTY, TEXAS

Being a tract or parcel containing 4.075 acres (177,499 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas; being out of and a part of Block 325, Houston Heights Addition, a subdivision plat of record in Volume 1, Page 114-116 of the Map Records of Harris County, Texas; and being out of and a part of Lot 22, Block 3, of the Hollingsworth subdivision; and being all of a called 3.0963 acre tract and all of a called 1.2212 acre tract conveyed to Height Armature Works, Inc. as described in deed recorded under Harris County Clerk's File (H.C.C.F.) Number S807832 (called tracts VII and VIII therein, respectively); said 4.075 acre tract being more particularly described as follows (bearings herein are oriented to the Texas State Plane Coordinate System, South Central Zone NAD 83, per GPS observations):

**COMMENCING** for reference at a 1-inch iron pipe found marking the intersection of the south right-of-way (R.O.W.) line of Koehler Street (60-feet wide) with the west R.O.W. line of Yale Street (70-feet wide) and marking the northeast corner of a called 966 square foot tract conveyed to Mosher Steel Company as described in deed recorded in Volume 1191, Page 402 of the Deed Records of Harris County, Texas (H.C.D.R.);

THENCE, South 02°42'54" East, along the west R.O.W. line of said Yale Street, a distance of 105.04 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southeast corner of said 966 square foot tract and marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 02°42'54" East, along the west R.O.W. line of said Yale Street, a distance of 817.00 feet (called 828.16 feet) to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the north R.O.W. line of Union Pacific Railroad (formerly known as Southern Pacific Transportation Company) (monumented 41-feet wide) and being 20.5 feet northerly of and perpendicular with the center of the west bound main line railroad track, and marking the southeast corner of the aforesaid 1.2212 acre tract and the herein described tract;

THENCE, North 84°49'33" West, along the north line of railroad R.O.W., at a distance of 69.00 feet passing the west line of the aforesaid Block 325 and the common south corner of the aforesaid 3.0963 acre tract and said 1.2212 acre tract, continuing along said railroad R.O.W. line a total distance of 587.23 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the easterly R.O.W. line of a Union Pacific railroad spur (50-feet wide) as depicted on the Texas and New Orleans Railroad Company map, revision dated 1954, and marking the southwest corner of said 3.0963 and the herein described tract, from which a found bent 3/4-inch iron bar bears South 44°29' East, 0.23 feet, and from which a found bent 1/2-inch iron bar bears South 45°05' East, 0.60 feet and marking a point of curvature of a non-tangent curve to the left;

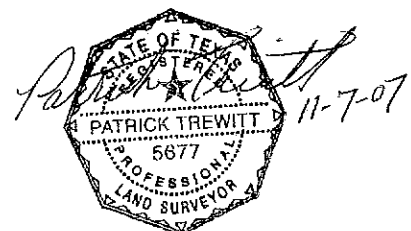
THENCE, Northeasterly, an arc distance of 438.40 feet (called 430.4 feet) along said easterly railroad spur R.O.W. line and along said curve to the left, having a central angle of 51°59'51", a radius of 483.07 feet, and a chord which bears North 49°49'08" East, 423.51 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking a point of tangency;

THENCE, North 23°44'12" East, along said easterly railroad spur R.O.W. line, at a distance of 398.60 feet (called 408.7 feet) passing the common north corner of the aforesaid 3.0963 acre tract and the aforesaid 1.2212 acre tract, continuing a total distance of 418.41 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking a point of curvature of a tangent curve to the left;

THENCE, Northerly, an arc distance of 110.49 feet (called 112.5 feet) along said spur R.O.W. line and said curve to the left, having a central angle of 13°10'03", a radius of 480.79 feet, and a chord which bears North 17°09'11" East, 110.25 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the northwest corner of said 1.2212 acre tract and the herein described

THENCE, North 87°17'08" East, along the common line of the aforesaid 966 square foot tract and said 1.2212 acre tract, a distance of 22.05 feet (called 11.85 feet) to the **POINT OF BEGINNING** and containing 4.075 acres (177,499 square feet) of land. This description is based on the Land Title Survey and plat made by Terra Surveying Company, Inc., dated October 29, 2007. TSC Project Number 0015-0701-S.

Compiled by: Patrick Trewitt, R.P.L.S.  
Terra Surveying Company, Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
October 29, 2007  
Project Number 0015-0701-S  
MB-0015-0701.doc





**METES AND BOUNDS DESCRIPTION  
1.305 ACRES (56,834 SQUARE FEET)  
PORTION OF LOT 325, HOUSTON HEIGHTS ADDITION  
AND LOT 22, BLOCK 3 OF HOLLINGSWORTH SUBDIVISION  
JOHN AUSTIN SURVEY, A-1  
HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 1.305 acres (56,834 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas; being out of and a part of Block 325, Houston Heights Addition, a subdivision plat of record in Volume 1, Page 114-116 of the Map Records of Harris County, Texas; and being out of and a part of Lot 22, Block 3, of the Hollingsworth subdivision; and being all of a called 50 feet wide Union Pacific Railroad Spur; said 1.305 acre tract being more particularly described by metes and bounds as follows (bearings herein are oriented to the Texas State Plane Coordinate System, South Central Zone NAD 83, per GPS observations):

**COMMENCING** for reference at a 1-inch iron pipe found marking the intersection of the south right-of-way line of Koehler Street (60-feet wide) with the west right-of-way line of Yale Street (70-feet wide) and marking the northeast corner of a called 0.0181 acre tract conveyed to Koehler Partners, Ltd., as described in deed recorded under Harris County Clerk's File Number 20080214561;

**THENCE** South 87°43'25" West, along the south right-of-way line of said Koehler Street, a distance of 9.21 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the right, the northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** along the west line of a said called 0.0181 acre tract and a called 4.075 acre tract conveyed to Ainbinder Heights, L.L.C., as described in deed recorded under Harris County Clerk's File Number 20080339176, the following five (5) courses;

Southwesterly, a distance of 218.02 feet along the arc of said curve to the right, having a radius of 480.79 feet, a central angle of 25°58'51" and a chord which bears South 10°44'46" West, 216.15 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the end of said curve;

South 23°44'12" West, a distance of 418.41 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the right;

Southwesterly, a distance of 438.40 feet (called 430.4 feet) along the arc of said curve to the right, having a radius of 483.07 feet, a central angle of 51°59'51", and a chord which bears South 49°44'08" West, 423.51 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in the north line of a Union Pacific Railroad Company tract and marking the end of said curve, from which a found bent 3/4-inch iron bar bears South 44°29' East, 0.23 feet, and from which a found bent 1/2-inch iron bar bears South 45°05' East, 0.60 feet;

North 84°49'33" West, along the extension of said line, a distance of 306.25 feet, to the southwest corner of the herein described tract;

North 05°10'27" East, a distance of 0.48 feet to a 5/8-inch iron rod with cap found in the southerly line of a called 14.431 acre tract conveyed to Koehler Partners, Ltd., recorded under Harris County Clerk's File Number 20080214561 and marking an angle corner in the west line of the herein described tract;

**THENCE** along the southerly and easterly line of said called 14.431 acre tract the following four (4) courses;

North 88°22'39" East, a distance of 191.40 feet to a 5/8-inch iron rod with cap found marking the beginning of a curve to the left;

Northeasterly, a distance of 492.42 feet along the arc of said curve to the left, having a radius of 434.28 feet, a central angle of 64°57'59" and a chord which bears North 56°31'39" East, 466.46 feet to a 5/8-inch iron rod with cap found marking the end of said curve, from which a railroad rail bears North 31°54' East, 3.63 feet;

North 24°02'39" East, a distance of 428.70 feet to a 5/8-inch iron rod with cap found marking the beginning of a curve to the left;

Northeasterly, a distance of 190.35 feet along the arc of said curve to the left, having a radius of 434.28 feet, a central angle of 25°06'48" and a chord which bears North 11°29'15" East, 188.83 feet to a 5/8-inch iron rod with cap found in the south right-of-way line of the aforesaid Koehler Street, marking the end of said curve and the northwest corner of the herein described tract, from which a 5/8-inch iron rod bears South 70°29' East, 3.76 feet;

**THENCE** North 87°43'25" East, along the south right-of-way line of said Koehler Street, a distance of 44.19 feet to the **POINT OF BEGINNING** and containing 1.305 acres (56,834 square feet) of land. This description is based on the Land Title Survey and plat made by Terra Surveying Company, Inc., dated July 31, 2008. TSC Project Number 0015-0801-S.

Ernest Roth, R.P.L.S.  
Terra Surveying Company, Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
0015-0801-1.305mb.doc

**METES AND BOUNDS DESCRIPTION**  
**0.0551 ACRE (2,400 SQUARE FEET)**  
**JOHN AUSTIN SURVEY, A-1**  
**HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 0.0551 acre (2,400 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas; being out of and a part of Block 325, Houston Heights Addition, a subdivision plat of record in Volume 1, Page 114 of the Map Records of Harris County, Texas and being all of a called 40 feet wide easement for Koehler Street extension, as described in instrument recorded in Volume 1130, Page 346 of the Deed Records of Harris County, Texas; said 0.0551 acre tract being more particularly described by metes and bounds as follows (bearings herein are oriented to the Texas State Plane Coordinate System, South Central Zone NAD 83, per GPS observations):

**COMMENCING** for reference at a 1-inch iron pipe found marking the intersection of the south right-of-way line of Koehler Street (60-feet wide) with the west right-of-way line of Yale Street (70-feet wide) and marking the northeast corner of a called 0.0181 acre tract conveyed to Koehler Partners, Ltd., as described in deed recorded under Harris County Clerk's File Number 20080214561;

**THENCE** South 87°43'25" West, along the south right-of-way line of said Koehler Street, a distance of 9.21 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the beginning of a curve to the right, the northeast corner and **POINT OF BEGINNING** of the herein described tract;

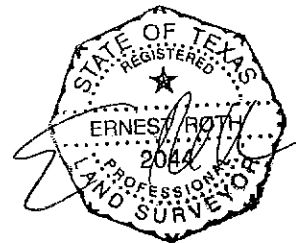
**THENCE** South 87°43'25" West, continuing along said south right-of-way line, a distance of 40.00 feet to the southwest corner of the herein described easement;

**THENCE** North 02°48'22" West, departing said south right-of-way line, over and across the aforesaid Koehler Street, a distance of 60.00 feet to a point in the north right-of-way line of said Koehler Street, same being the northwest corner of the herein described tract;

**THENCE** North 87°43'25" East, along said north right-of-way line, a distance of 60.00 feet to the northeast corner of the herein described tract;

**THENCE** South 02°48'22" East, departing said north right-of-way line, over and across the aforesaid Koehler Street, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.0551 acre (2,400 square feet) of land. This description is based on the Land Title Survey and plat made by Terra Surveying Company, Inc., dated July 31, 2008, latest update August 19, 2008. TSC Project Number 0015-0801-S.

Ernest Roth, R.P.L.S.  
Terra Surveying Company, Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
0015-0801-0.0551mb.doc



**METES AND BOUNDS DESCRIPTION**  
**0.0114 ACRE (496 SQUARE FEET)**  
**JOHN AUSTIN SURVEY, A-1**  
**HARRIS COUNTY, TEXAS**

Being a tract or parcel containing 0.0114 acre (496 square feet) of land situated in the John Austin Survey, Abstract Number 1, Harris County, Texas; being out of and a part of Block 325, Houston Heights Addition, a subdivision plat of record in Volume 1, Page 114 of the Map Records of Harris County, Texas and being all of a called 500 square foot tract, conveyed to Texas and New Orleans Railroad Company, as described in deed recorded in Volume 1025, Page 140 of the Deed Records of Harris County, Texas; said 0.0114 acre tract being more particularly described by metes and bounds as follows (bearings herein are oriented to the Texas State Plane Coordinate System, South Central Zone NAD 83, per GPS observations):

**COMMENCING** for reference at a 1-inch iron pipe found marking the intersection of the south right-of-way line of Koehler Street (60-feet wide) with the west right-of-way line of Yale Street (70-feet wide) and marking the northeast corner of a called 0.0181 acre tract conveyed to Koehler Partners, Ltd., as described in deed recorded under Harris County Clerk's File Number 20080214561;

**THENCE** South 02°42'54" East, along the west right-of-way line of said Yale Street, a distance of 11.46 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the northeast corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** South 02°42'54" East, continuing along said west right-of-way line, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southeast corner of the herein described tract;

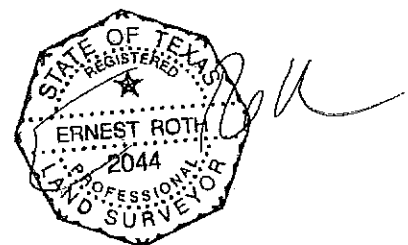
**THENCE** South 87°17'06" West, departing said west right-of-way line, a distance of 10.00 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the southwest corner of the herein described tract;

**THENCE** North 02°42'54" West, a distance of 37.58 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set in a curve to the left in the east line of a called 50 feet wide railroad spur as described in deed recorded in Volume 1025, Page 138 of the Deed Records of Harris County, Texas;

**THENCE** Northerly, along the east line of said called 50 feet wide railroad spur, a distance of 12.44 feet along the arc of said curve to the left, having a radius of 480.79 feet, a central angle of 01°28'55" and a chord which bears North 00°07'44" West, 12.44 feet to a 5/8-inch iron rod with plastic cap stamped "Terra Surveying" set marking the northwest corner of the herein described tract;

**THENCE** North 87°17'06" East, departing said east line, a distance of 9.44 feet to the **POINT OF BEGINNING** and containing 0.0114 acre (496 square feet) of land. This description is based on the Land Title Survey and plat made by Terra Surveying Company, Inc., dated July 31, 2008, latest update September 22, 2008. TSC Project Number 0015-0801-S.

Ernest Roth, R.P.L.S.  
Terra Surveying Company, Inc.  
3000 Wilcrest, Suite 210  
Houston, Texas 77042  
0015-0801-0.0114mb.doc



## LEGAL DESCRIPTION

Being a 2.268-acre (98,773 square foot) tract of land situated in the J. Austin Survey, A-1, Harris County, Texas and consisting of Lots 1, 2, 3, 4, 5, 6 and 7 of Block 324 and a portion of Lot 8 and all of Lots 9, 10, 11 and 12 of Block 316 of Houston Heights Addition to the City of Houston, Harris County, Texas as recorded in Vol. 1A, Pages 114, 115 and 116 of the Harris County Map Records. Said 2.268-acre tract being conveyed to Engin-Real, inc. of Texas by Deed recorded under Harris County Clerk's file No. K549124, Film Code No. 047-66-1273 of the Official Public Records of Real Property of Harris County, Texas and being more particularly described by metes and bounds as follows; (bearings based on the easterly line of said 2.268-acre tract)

BEGINNING at a 1-inch iron pipe found in the westerly right-of-way line of Heights Boulevard (150' width), also being the northeasterly corner of Lot 8, in Block 324, of said Houston Heights Addition to the City of Houston and conveyed to Houston Hermann Sons Home Association as recorded in Vol. 2188, Pg. 36 of the Harris County Deed Records, Harris County, Texas and being the southeasterly corner of herein described tract;

THENCE South  $87^{\circ}17'30''$  West with the northerly line of said Lot 8, in Block 324, of said Houston Heights Addition to the City of Houston, a distance of 165.00 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set at the northeasterly corner of Lot 27, in Block 324, of said Houston Heights Addition to the City of Houston and being the southwesterly corner of herein described tract;

THENCE North  $02^{\circ}42'30''$  West with the easterly line of Lots 28, 29, 30, 31, 32, 33 and 34, in Block 324, of said Houston Heights Addition to the City of Houston, a distance of 350.00 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set in the southerly line of Lot 13A, in Block 316, of said Houston Heights Addition to the City of Houston and being a northwest corner of said herein described tract;

THENCE North  $87^{\circ}17'30''$  East with the southerly line of said Lot 13A, in Block 316, of said Houston Heights Addition to the City of Houston, a distance of 7.50 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set for an interior corner of herein described tract;

THENCE North  $02^{\circ}42'30''$  West with the easterly line of said Lot 13, in Block 316, of said Houston Heights Addition to the City of Houston, a distance of 70.00 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set for an interior corner of herein described tract;

THENCE South  $87^{\circ}17'30''$  West with the northerly line of Lot 13, in Block 316, of said Houston Heights Addition to the City of Houston, a distance of 7.50 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set for the southeasterly corner of Lot 14, in Block 316, of said Houston Heights Addition to the City of Houston and being a southwest corner of said herein described tract;

THENCE North  $02^{\circ}42'30''$  West with the easterly line of Lots 14, 15, 16 and 17, in Block 316, of said Houston Heights Addition to the City of Houston, a distance of 200.00 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set in the south line of White Oak Bayou as conveyed to Harris County Flood Control District by document filed for record in Volume 4465, Page 450 of the Deed Records of Harris County, Texas for the northeasterly corner of Lot 17, in Block 316, of said Houston Heights Addition to the City of Houston and being the northwesterly corner of said herein described tract;

THENCE North  $87^{\circ}17'30''$  East with the southerly line of said White Oak Bayou, a distance of 15.00 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set for an angle point in the southerly line of said White Oak Bayou and being an angle point of said herein described tract;

THENCE South  $77^{\circ}46'36''$  East continuing along the southerly line of said White Oak Bayou, a distance of 155.24 feet to a 5/8-inch iron rod with plastic cap stamped "WEISSER ENG. HOUSTON, TX" set in the westerly line of said Heights Boulevard and being the northeasterly corner of herein described tract;

THENCE South  $02^{\circ}42'30''$  East with the westerly line of said Heights Boulevard, a distance of 580.00 feet to the POINT OF BEGINNING and containing 2.268-acres (98,773 square feet) of land.

EXHIBIT A

DESCRIPTION OF A 0.814-ACRE  
TRACT OF LAND SITUATED IN THE J. AUSTIN SURVEY, A-1, HOUSTON,  
HARRIS COUNTY, TEXAS

Being a 0.814-acre (35,475 square feet) tract of land situated in the J. Austin Survey, A-1, said 0.814-acre tract being Lots 14, 15, 16, 17, the North 50.00 feet of Lot 13, and the south half of Lot 18 save and except all of that portion of Lot 18 conveyed to Harris County Flood Control District by deed recorded in Volume 4621, Page 414 of the Deed Records of Harris County, Texas, all in Block 316 of Houston Heights, a subdivision recorded in Volume 1, Page 114 of the Map Records of Harris County, Texas. Said 0.814-acre being more particularly described by metes and bounds as follows, with the basis of bearings being the east right-of-way line of Yale Street (based on a width of 70.00 feet);

BEGINNING at a 5/8-inch iron rod found in the east right-of-way line of said Yale Street, 20.00 feet north of the southwest corner of said Lot 13, for the southwest corner of the tract herein described;

THENCE North, along the east right-of-way line of said Yale Street, a distance of 275.00 feet to a 5/8-inch iron rod with cap (stamped "WEISSER ENG. HOUSTON, TX") set in the east right-of-way line of said Yale Street for the northwest corner of the said tract herein described;

THENCE East, leaving the east right-of-way line of said Yale Street, a distance of 65.99 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set in the south line of the said Harris County Flood Control District tract for a northerly corner of the said tract herein described;

THENCE South 69 deg. 15 min. 07 sec. East, along the south line of the said Harris County Flood Control District tract, a distance of 70.58 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the northeast corner of the said tract herein described;

THENCE South, along the east line of the said tract herein described, a distance of 249.99 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" set for the southeast corner of the said tract herein described;

THENCE West, along the south line of the herein described tract, a distance of 132.00 feet to the point of beginning and containing 0.814-acre (35,475 square feet) of land.

SS

## EXHIBIT A

### Legal Description

A tract of land containing 0.1679 acre being all of that certain tract described in Clerk's File G887975 of the Harris County Clerk's Official Public Records of Real Property (OPRRPHC), also being a part of and out of Lot 22 of Block 3, HOLLINGWORTH SUBDIVISION in the John Austin Survey, Abstract No. 1, in the City of Houston, Harris County, Texas, said 0.1679 acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1-inch iron pipe found marking the Southwest corner of the herein described tract, same being the intersection of the easterly line of Bonner Street (called 50 feet wide) with the northerly line of Allen Street (also being the called 80 foot wide T. & N. O. Railroad Tract No. 14 right-of-way);

THENCE, N 00 deg. 59' 45" E, along the easterly line of Bonner Street (called 50 feet wide), for a distance of 100.00 feet to a 5/8-inch iron rod set for the Northwest corner of the herein described tract;

THENCE, S 89 deg. 00' 15" E, a distance of 70.00 feet to a 5/8-inch iron rod set for corner, same being the Northeast corner of there herein described tract;

THENCE, S 00 deg. 59' 45" W, a distance of 109.00 feet to the Southwesterly corner of the herein described tract, on the northerly line of Allen Street (also being the called 80 foot wide T. & N. O. Railroad Tract No. 14 right-of-way), from which a found 1-inch iron pipe bears witness at N 81 deg. 40' 36" W, a distance of 0.53 feet;

THENCE, N 81 deg. 40' 36" W, along the northerly line of Allen Street (also being the called 80 foot wide T. & N. O. Railroad Tract No. 14 right-of-way), for a distance of 70.58 feet to the PLACE OF BEGINNING, of a tract containing 0.1679 acre of land.





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APPROVAL, PERMIT OR CONSTRUCTION

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**WASHINGTON HEIGHTS**  
HOUSTON, TEXAS

A Development of  
**The Airbinder**  
Company

Leasing by  
**moodyrambiretail**  
713-271-5900

Design by  
**Hermes Architects**



# Preliminary Opinion of Probable Costs for 23 Acre Heights Tract

Ainbinder

September 10, 2010 Page 1 of 4

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<b>Bonner Street Improvements</b>					
<u>Sanitary Sewer</u>					
1.	10-inch sanitary sewer line from south of UPRR to the existing 15-inch line in Center street, including removal and replacement of pavement	350	L.F.	150.00	52,500
2.	10-inch sanitary sewer crossing railroad with 16-inch steel casing, dry bore and jack	80	L.F.	260.00	20,800
3.	Connect to existing manhole, including 8" external drop connection	1	Ea.	10,000.00	10,000
4.	4' Manhole	4	Ea.	2,500.00	10,000
 <u>Pavement Replacement</u>					
1.	Demo existing asphalt roadway, including disposal off-site	850	L.F.	25.00	21,250
2.	27-ft asphalt roadway with roadside ditch (60' ROW min.)	850	L.F.	125.00	106,250
				<b>Subtotal</b>	<b>\$ 220,800</b>
 <b>Koehler Street Improvements</b>					
<u>Water</u>					
1.	12-inch water extending east to the existing 12" water line in Yale	1500	L.F.	25.00	\$ 37,500
 <u>Drainage</u>					
1.	30" RCP storm sewer, open trench installation	350	L.F.	120.00	42,000
2.	36" RCP storm sewer, open trench installation	400	L.F.	140.00	56,000
3.	54" RCP storm sewer, open trench installation	250	L.F.	350.00	87,500
4.	54" RCP storm sewer, tunnel and jack	50	L.F.	600.00	30,000
5.	4' Manhole	3	Ea.	2,500.00	7,500
6.	6' Manhole	2	Ea.	5,000.00	10,000
7.	Storm inlets, including 24" RCP leads	4	Ea.	2,500.00	10,000
8.	Drainage drop structure for roadside ditch drainage into Koehler St storm sewer	1	Ea.	5,000.00	5,000
 <u>Pavement Replacement</u>					
1.	Demo existing roadway and haul off-site	1150	L.F.	25.00	28,750
2.	44-ft roadway with 6-inch curb	1150	L.F.	230.00	264,500
3.	Remove and replace existing Bonner-Koehler intersection, including demolition of existing pavement, proposed concrete pavement, traffic markings and signage	1	L.S.	25,000.00	25,000
 <u>Traffic Control</u>					
1.	Traffic Control, including temporary driveways, lane closures, and temporary transitions	1	L.S.	75,000.00	75,000
				<b>Subtotal</b>	<b>\$ 678,750</b>

# Preliminary Opinion of Probable Costs for 23 Acre Heights Tract

Ainbinder

September 10, 2010 Page 2 of 4

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<b>Bass Street Improvements</b>					
<u>Pavement Replacement</u>					
1.	Demo existing roadway and haul off-site	800	L.F.	25.00	20,000
2.	27-ft asphalt roadway with roadside ditch (60' ROW min.)	800	L.F.	125.00	100,000
3.	Remove and replace existing Bass-Spencer intersection, including demolition of existing pavement, proposed concrete pavement, traffic markings and signage	1	L.S.	25,000.00	25,000
<u>Traffic Control</u>					
1.	Traffic Control, including temporary driveways, lane closures, and temporary transitions	1	L.S.	40,000.00	40,000
<u>Drainage</u>					
1.	24" RCP storm sewer, open trench installation	350	L.F.	80.00	28,000
2.	4' Manhole	3	Ea.	2,500.00	7,500
3.	Storm inlets, including 24" RCP leads	2	Ea.	2,500.00	5,000
<b>Subtotal \$</b>					<b>225,500</b>
<b>Heights-Yale Arterial (Koehler Extension)</b>					
<u>Right of Way</u>					
1.	Right of Way Acquisition (60' R.O.W.)	17820	S.F.	58.08	1,035,000
<u>Sanitary Sewer</u>					
1.	10-inch sanitary sewer extending from Yale to Heights	500	L.F.	50.00	25,000
2.	4' Manhole	3	Ea.	2,500.00	7,500
3.	10-inch sanitary sewer extending south from Koehler approximately 550'	550	L.F.	50.00	27,500
<u>Drainage</u>					
1.	24" RCP storm sewer, open trench installation	150	L.F.	80.00	12,000
2.	4' Manhole	2	Ea.	2,500.00	5,000
3.	Storm inlets, including 24" RCP leads	2	Ea.	2,500.00	5,000
<u>Paving</u>					
1.	44-ft roadway with 6-inch curb	400	L.F.	230.00	92,000
<u>Traffic Control</u>					
1.	Traffic Control, including temporary driveways, lane closures, and temporary transitions	1	L.S.	25,000.00	25,000

# Preliminary Opinion of Probable Costs for 23 Acre Heights Tract

Ainbinder

September 10, 2010 Page 3 of 4

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<u>NB and SB Left Turn Lanes on Heights</u>					
1.	Demolition	2	LS	5,000.00	10,000
2.	Curb	600	LF	7.00	4,200
3.	Pavement	5200	SF	8.00	41,600
4.	Signing and Pavement Marking	1	LS	2,500.00	2,500
<u>Traffic Signals</u>					
1.	Traffic Signals (Koehler at Yale and Koehler at Heights)	2	Ea.	200,000.00	400,000
				<b>Subtotal</b>	<b>\$ 1,692,300</b>
<b>JRC Process</b>					
<u>Right of Way</u>					
1.	Purchase of Alley (180'x15')	2700	S.F.	15.00	40,500
2.	Purchase of Proscriptive Easements East of Yale (150'x10')	1500	S.F.	15.00	22,500
<u>Sanitary Sewer</u>					
1.	Extension to Orr tract from Koehler extension (8")	395	L.F.	35.00	13,825
2.	4' Manhole	1	Ea	2,500.00	2,500
				<b>Subtotal</b>	<b>\$ 79,325</b>
<b>Heights Median Improvements</b>					
<u>Landscaping</u>					
1.	10' pedestrian path	1200	L.F	30.00	36,000
2.	Landscape Amenities	8	Ea.	5,000.00	40,000
				<b>Subtotal</b>	<b>\$ 76,000</b>
<b>West End Park</b>					
<u>Landscaping</u>					
1.	Enhancements to West End Park	1	Ea.	50,000.00	50,000
				<b>Subtotal</b>	<b>\$ 50,000</b>
<b>Yale Street Improvements</b>					
<u>Drainage</u>					
1.	Remove existing 36" RCP storm sewer and 48" outfall from Yale-Heights arterial to White Oak Bayou	500	L.F	80.00	40,000
2.	42" RCP storm sewer, open cut installation	100	L.F	200.00	20,000
3.	48" RCP storm sewer, open cut installation	300	L.F	250.00	75,000
4.	72" RCP storm sewer, open cut installation	250	L.F	400.00	100,000
5.	72" CMP outfall White Oak Bayou	100	L.F	400.00	40,000
6.	4' Manhole	3	Ea.	2,500.00	7,500
7.	6' Manhole	3	Ea.	5,000.00	15,000
<u>Traffic Control</u>					
1.	Traffic Control	1	Ea.	150,000.00	150,000
				<b>Subtotal</b>	<b>\$ 447,500</b>

# Preliminary Opinion of Probable Costs for 23 Acre Heights Tract

Ainbinder

September 10, 2010 Page 4 of 4

Item No.	Description of Item	Quantity	Unit	Unit Price	Extended Total
<b>Off-site Improvements</b>					
1.	Plane and resurface Heights and Yale Bridges	4000	S.Y.	15.00	\$ 60,000
2.	Remove abandoned rail over White Oak Bayou	400	L.F.	75.00	\$ 30,000
3.	Strip and paint existing Heights and Yale Bridges	1	L.S.	150,000.00	\$ 150,000
4.	Bayou slope stabilization and reseeding	16000	S.Y.	5.00	\$ 80,000
<b>Subtotal</b>					<b>\$ 320,000</b>

## Offsite Yale Street Turn Lane

### Right Turn Lane

1.	Demolition (Excluding Items 7. and 8.)	1	LS	5,000.00	5,000
2.	Curb	300	LF	7.00	2,100
3.	Pavement	2600	SF	8.00	20,800
4.	Sidewalk	1200	SF	3.50	4,200
5.	Signing and Pavement Marking	1	LS	2,500.00	2,500
6.	Traffic Control	1	LS	1,500.00	1,500
7.	Relocate High Mast Power Pole	1	EA	15,000.00	15,000
8.	Relocate Wood Power Pole	1	EA	5,000.00	5,000
9.	Traffic Signal Relocation	1	LS	20,000.00	20,000
<b>Subtotal</b>					<b>\$ 76,100</b>

## Offsite Heights Blvd. Turn Lane

### Left Turn Lane

1.	Demolition	1	LS	5,000.00	5,000
2.	Curb	175	LF	7.00	1,230
3.	Pavement	1800	SF	8.00	14,400
4.	Sidewalk	80	SF	3.50	280
5.	Signing and Pavement Marking	1	LS	2,500.00	2,500
6.	Traffic Control	1	LS	1,500.00	1,500
<b>Subtotal</b>					<b>\$ 24,910</b>

## On-site Improvements

### Drainage

1.	Detention	44000	cf	7.00	308,000
<b>Subtotal</b>					<b>\$ 308,000</b>

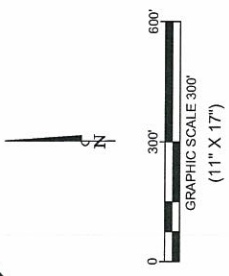
<b>Total</b>	<b>\$ 4,199,185</b>
<b>Soft Costs (20%)</b>	<b>\$ 839,800</b>
<b>Contingencies (20%)</b>	<b>\$ 1,007,800</b>
	<b>\$ 6,046,785</b>

Notes: (1) Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, this opinion of probable construction costs is prepared on the basis of the Engineer's experience and qualifications and represent the Engineer's judgment as an experienced and qualified professional, familiar generally with the construction industry. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. (2) This opinion does not include surveying services, geotechnical investigations, legal and administrative services, environmental studies, permitting, easement acquisition, landscaping, irrigation, or site lighting. (3) This opinion was developed from our discussions with Ainbinder, Agency staff, and our understanding of requirements given the project scope.

### Assumptions:

- Bonner can be closed from tracks to Koehler in order to install sanitary, construct roadway, and construct ditches
- Intersections of Bonner-Koehler and Bass-Spencer are stop sign controlled
- Excludes utility relocations which may conflict with proposed sewer and storm alignments
- Koehler cannot be completely closed during utility or paving construction
- Soft costs include engineering fees, construction administration, legal fees, consulting fees, and project management





**Almbinder Heights Tract**



EXHIBIT "D"  
ECONOMIC IMPACT AREA



**TRACT 1A:**

Unrestricted Reserve "A", in Block One (1), of LOFTS ON HEIGHTS BOULEVARD, an addition to the City of Houston, Harris County, Texas, according to the plat and dedication thereof recorded under Film Code No. 586197, of the Map Records of Harris County, Texas.

**TRACT 1B:**

A TRACT OR PARCEL OF LAND CONTAINING 1.0094 ACRE OR 43,969.46 SQUARE FEET BEING UNRESTRICTED RESERVE B, BLOCK 2 OF LOFTS ON HEIGHTS BOULEVARD OF THE JOHN AUSTIN LEAGUE, ABSTRACT 1, BEING FORMALLY KNOWN AS BOULEVARD LOFTS CONDOMINIUMS, a condominium regime in the City of Houston, Harris County, Texas, recorded under Film Code No. 193061, and having been terminated under Film Code No. 201241 of the Condominium Records of Harris County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found at the Northeast corner of the herein described 1.0094 acre tract being in the division line between Lot 13 and Reserve B and the West right-of-way line of Heights Blvd.;

THENCE South 02 degrees 42 minutes 42 seconds East with the West right-of-way line of said Heights Blvd. a

distance of 303.49 ft. to a 3/8 inch iron rod set marking the Southeast corner of Block 2 also marking the intersection of the West right-of-way line of Heights Blvd. (150 ft. right-of-way) with the Northerly right-of-way of the H. & T.C. RR. Company (40 ft. right-of-way);

THENCE North 84 degrees 43 minutes 50 seconds West with the North boundary of said railroad right-of-way and the South boundary of said Reserve B a distance of 151.38 ft. to a 5/8 inch iron rod set at the Southwest corner of the herein described 1.0094 acre tract in the East boundary of a 15 ft. alley;

THENCE North 02 degrees 46 minutes 35 seconds West with the East boundary of a 15 ft. alley and with the West boundary of Reserve B a total distance of 282.50 ft. to a 3/8 inch iron rod found at a chain link fence post marking the Northwest corner of the herein described tract and with the East side of said alley;

THENCE North 87 degrees 17 minutes 58 seconds East with the division line between Reserve B and Lot 13 a distance of 150.24 ft. to the PLACE OF BEGINNING and containing 1.0094 acre or 43,969.46 square feet of land.

**TRACT 2A:**

Lots Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-seven (27), all in Block Three Hundred Twenty-four (324), of HOUSTON HEIGHTS, an addition to the City of Houston, Harris County, Texas, according to the plat and dedication thereof recorded in Volume 1, Page 114, of the Map Records of Harris County, Texas.

**TRACT 2B:**

Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), and Thirteen (13), all in Block Three Hundred Twenty-four (324), of HOUSTON HEIGHTS, an addition to the City of Houston, Harris County, Texas, according to the plat and dedication thereof recorded in Volume 1, Page 114, of the Map Records of Harris County, Texas.

**TRACT 3:**

Lots Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), and Thirty-four (34), all in Block Three Hundred Twenty-four (324); together with the South twenty feet (20') of Lot Thirteen, in Block Three Hundred Sixteen (316); all of HOUSTON HEIGHTS, an addition to the City of Houston, Harris County, Texas, according to the plat and dedication thereof recorded in Volume 1, Page 114, of the Map Records of Harris County, Texas.



EXHIBIT A  
LEGAL DESCRIPTION

The westerly 201' of the following tract:

All of those certain tracts or parcels of land, in the JOHN AUSTIN SURVEY, A-1, Harris County, Texas, out of Block 325, of HOUSTON HEIGHTS (according to the plat of record in Volume 1-A, at page 114 of the Map Records of Harris County, Texas), being all of tract No. 1, tract No. 2, and tract No. 3, as described and conveyed to Kate Cravens Johnson by Mildred Miller et al, by deed recorded in Volume 1713, at Page 201 of the Harris County Deed Records and being more particularly described by metes and bounds as follows. To wit:

BEGINNING at a 1 1/4" Galvanized Iron Pipe found for the Southwest corner of the above mentioned Tract 1, and of the tract herein described, at the point of intersection of the North right-of-way line of Koehler Street and the East line of Bass Street (50' R.O.W.);

THENCE N. 00° 04' 56" East 312.94 feet along the East line of said Bass Street to a 3/8" Iron rod set thereon for the Northwest corner of this tract and Tract 1;

THENCE East a distance of 678.40' along and with the North lines of the aforementioned tracts No. 1, 2, and 3, to a 3/8" Iron rod set for the Northeast corner of said tract No. 3, and the tract herein described on the existing West right-of-way line of Yale Street;

THENCE South 00° 04' 56" W, a distance of 322.42 feet along and with said West right-of-way of Yale Street to a 1 1/4" Galvanized Iron Pipe found for the Southeast corner of said Tract 3, and of the tract herein described, at the point of intersection of the said West right-of-way line of Yale Street with the existing North right-of-way line of Koehler Street;

THENCE North 89° 11' 54" W a distance of 677.55 feet along and with the said North line of Koehler Street, same being the South line of said Tracts 1, 2 and 3, to the PLACE OF BEGINNING and containing in all 4.8442 acres of land, subject to 0.0349 acres in easement to Harris County Flood Control District described in deed recorded in Volume 7805 at Page 172 of the Harris County Deed Records, and SAVE AND EXCEPT 0.2956 acres lying within the Southern Pacific Railroad Spur right-of-way, leaving a net calculated area of 4.6137 acres of land

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUL 18 2007



*Barclay B. Haywood*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Kate Cravens Johnson*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2007 JUL 18 AM 9:55

FILED

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